

Remarks

Claims 1-8, 12, 20, 37, 40-47, 49-52, 54, and 55 are amended, support for which may be found throughout the specification and drawings as filed. Claims 56 and 57 are new, support for which may be found through the specification, drawings, and claims as filed. Claims 1-8, 12, 20, 21, 23, 24, 37, and 40-57 are pending in the application.

35 U.S.C. § 103 Rejections

Claims 1-8, 40-44 and 47 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,389,454 to Ralston et al. ("Ralston") in view of U.S. Patent No. 4,866,611 to Cree et al. ("Cree"). Applicant makes no representation that cited references are prior art. This response and any remarks or comments included herein are not intended to be, and are not to be interpreted as, an admission that any cited references are prior art. Applicant reserves the right to dispose of any cited reference under 35 U.S.C. § 102 and/or 35 U.S.C. § 103, including but not limited to antedating any one or more of the cited references.

Ralston describes a multi-facility appointment scheduling system. In Ralston, the system does not maintain a centralized calendar but rather acts as an intermediary to remote calendars maintained by remote schedule servers. For example, in the Ralston system a "central scheduling server 80 communicates the requests to the remote schedule servers 38, 48, 58, which actually generate the candidates and pass them back to the central server 80." *See Ralston, Col. 5, Lines 21-24.* In response to the requests, the "facilities 35, 45, 55 communicate their availability back to the central scheduling server 80 via their respective remote schedule server 38, 48, 58. The scheduling server 80 then

communicates the various appointment candidates directly to the client 20.” See *Ralston*, Col. 5, Lines 61-63. Afterward, upon “receipt of the client’s notification as to which appointment candidate the client wishes to select, the scheduling server 80 communicates the notification to the selected facility 35, 45, 55 via the facilities remote schedule server 38, 48, 58.” See *Ralston*, Col. 6, Lines 3-7. Finally, the “scheduling system 10 then reports all of the appointment information to the facility 35, 45, 55 at which the service will be performed, and a portion of this information – the client information, the appointment date and time, and the facility’s identity – to the client 20, and confirms the appointment with the facility 35, 45, 55 at which the appointment is scheduled to occur.” See *Ralston*, Col. 6, Lines 17-24. Thus, the Ralston system describes a centralized server that does not maintain a schedule but rather serves as an intermediary to communicate requests to remote schedule servers that maintain the schedules for the facilities.

Cree describes a method for automatically reconciling entries on two copies of independently maintained electronic calendars. The Cree method is described as permitting a calendar owner to obtain a machine readable transportable copy of his calendar on a diskette, to update that copy when the master copy is not available to him because of a business trip, for example, and upon his return to automatically and interactively reconcile the updated entries that have been made to both copies so that at least one of them reflects the correct status of calendared events for that owner. See *Cree*, Abstract.

Claim 1 has been amended, and as amended (portions of the amendment appear in bold/italics below) recites a method implemented by a central appointments server comprising:

- *receiving at least one request from a user system over a network to make an*

appointment during a time period;

- *responsive to the request*, enabling a selection of a service provider from a plurality of service providers accessible via the central appointments server;
- determining *at least one* available appointment *time* within the time period for the selected service provider through use of the central appointments *server*, *wherein the central appointments server is* configured to store *representations of respective* calendars *that indicate available appointment times* for the plurality of service providers, *wherein the representations of the calendars include a representation of* a first calendar for the selected service provider;
- transmitting the *at least one* available appointment *time* obtained from the first calendar to the user system;
- receiving notification of a selection of an appointment time from the *at least one* available appointment *time*; and
- responsive to the notification, causing a second calendar maintained by the selected service provider separate from the central appointments server to be checked to *determine whether* the selected appointment time is available in the second calendar.

It is respectfully submitted that neither Ralston nor Cree, alone or in combination, teach or suggest these features.

In rejecting the features of this claim, the Examiner correctly asserts that Ralston “does not explicitly teach responsive to the notification, causing a second calendar maintained by the selected service provider separate from the central appointments server to be checked to verify that the select appointment time is available in the second calendar.” *See Office Action, Page 4.* The Examiner then asserts Cree to correct this defect, stating that “It would have been obvious to one of ordinary skill in the art at the time of the invention to include a check for conflict between schedules prior to scheduling the appointment so as to speed the scheduling process to achieve the predictable results of scheduling appointments during the time period for which there is

not conflict.” *See Office Action, Page 5.* The Applicant respectfully disagrees as the Examiner has seemed to skip a part of the reasoning, namely support for a modification of the references that suggests a location of the second calendar and indeed even the existence of the second calendar.

5 Claim 1 recites that “the central appointments server is configured to store representations of respective calendars that indicate available appointment times for the plurality of service providers, wherein the representations of the calendars include a representation of a first calendar for the selected service provider.” Additionally, claim 1 recites “responsive to the notification, causing a second calendar maintained by the
10 selected service provider separate from the central appointments server to be checked to determine whether the selected appointment time is available in the second calendar.” However, as described above, Ralston describes a centralized server that acts as an intermediary with remote schedule servers for facilities in which each facility is associated with a single schedule. Cree merely describes a technique to reconcile entries
15 in two copies of a calendar. Therefore, a person of ordinary skill in the art, when examining both Ralston and Cree (alone and in combination) would not be provided with any motivation whatsoever as to include a second calendar from Cree in the Ralston system as the Ralston system functions as intended. Additionally, neither Ralston nor
20 Cree provide this person of ordinary skill motivation for “where” to maintain this second calendar, nor how functionality of this second calendar would be incorporated within the

system. Therefore, it is respectfully submitted that a *prima facie* case of obviousness has not been established and withdrawal of the rejection is respectfully requested.

Claims 2-8 and 40-50 depend from claim 1, and the comments directed above to claim 1 apply equally to Claims 2-8 and 40-50. These claims also recite additional features which, in combination with those recited in claim 1, are neither taught nor suggested by the cited references. For example, **claim 48** recites “wherein enabling the selection comprises exposing a directory of service providers that is searchable via a user system to facilitate the selection.” The references of record fail to teach or suggest a directory of service providers that is searchable via a user system as recited in claim 48. Accordingly, the references of record fail to support a § 103 rejection of claim 48 for these additional reasons.

Claims 12, 20, 21, 23, 24, 37, 45, 46, 48-55 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,389,454 to Ralston et al. (“Ralston”) in view of U.S. Patent No. 4,866,611 to Cree et al. (“Cree”), further in view of U.S. Patent No. 6,396,510 to Pendse et al (“Pendse”). Applicant makes no representation that cited references are prior art. This response and any remarks or comments included herein are not intended to be, and are not to be interpreted as, an admission that any cited references are prior art. Applicant reserves the right to dispose of any cited reference under 35 U.S.C. § 102 and/or 35 U.S.C. § 103, including but not limited to antedating any one or more of the cited references.

Claim 12 is amended, and as amended (portions of the amendment appear in bold/italics below) recites one or more computer-readable media comprising instructions that, *in response to execution* by a server device, cause the server device to provide an on-line scheduling application that is configured to:

- responsive to a request to make an appointment *on-line*, output a user interface configured to accept input of search terms and cause a search of a directory of service providers based on the search terms to facilitate a selection of a service provider from the directory;
- upon selection of the service provider from the directory, determine *at least one* available appointment *slot* for the service provider through use of a central appointments server having access to a central appointment database configured to store a first calendar for at least the service provider;
- transmit *a representation of* the *at least one* available appointment *slot* obtained from the first calendar to a user system;
- receive *from the user system a representation of a* selected appointment slot from the *at least one* available appointment *slot*; and
- cause a second calendar maintained by the service provider separately from the first calendar to be checked to verify that the selected appointment slot is available in the second calendar.

Claim 20 is amended, and as amended (portions of the amendment appear in bold/italics below) recites an on-line appointment system comprising [emphasis added]:

- *at least one* appointment database configured to store *representations of respective* calendars for one or more service providers *on behalf* of the on-line appointment system; and
- *at least one* appointment server device configured to:
 - furnish access to the calendars stored by the appointment database via a network to schedule appointments with the one or more service providers;
 - expose a business directory of service providers that is searchable via a user system to facilitate selection of the one or more service providers to schedule the appointments;
 - obtain *at least one* available appointment *time* for communication to the user system using the calendars stored by the appointment database for the one or more service providers that are selected using the directory;

- *propose at least one appointment* at *least one* selected appointment time between the user system and the one or more service providers based on a determination that the *at least one* selected appointment *time* is available in one or more local software calendars maintained by the one or more service providers, the one or more local software calendars being separate and distinct from the calendars stored by the appointment database; and
- ⊕ *request* confirmation, by the one or more service providers, of the appointments that have been *proposed* with the one or more service providers.

Claim 51 is amended, and as amended (portions of the amendment appear in bold/italics below) recites one or more computer-readable media comprising instructions that, *in response to execution* by a server device, cause the server device to perform a method comprising:

- receiving at least one request from a user system to search a directory maintained by the server device, *wherein the directory* lists a plurality of service providers registered with an on-line appointment system;
- *searching* the directory based on at least one search term to identify one or more of the plurality of service providers that match the at least one search term;
- transmitting search results describing the matching service providers to the user system;
- receiving, from the user system, a selection of a service provider based on the search results;
- accessing a first calendar associated with the selected service provider to identify *at least one* available appointment *slot* for making appointments with the selected service provider;
- transmitting data *representing* the *at least one* available appointment *slot* for the selected service provider to the user system;
- receiving, from the user system, a selection of *at least* the available appointment *slot*; and
- *requesting that* the appointment *be scheduled* between the user system and the selected service provider at the selected appointment slot based upon a determination of whether the one or more selected appointment slot is available in a second calendar maintained *by* the service provider separately from the first calendar.

First, the Applicant respectfully disagrees with the Examiner that claims 12, 20, and 51 recite similar limitations. Each of these claims recite their own features and thus should be examined accordingly.

Regardless, in rejecting the features of these claims, specifically in relation to Claim 20, the Examiner correctly asserts that Ralston “does not explicitly teach scheduling appointments based on a determination that the selected appointment times are available in one or more local software calendars maintained by the one or more service providers, the one or more local software calendars being separate and distinct from the calendars stored by the appointment database.” *See Office Action, Page 12*. The Examiner then asserts Cree to correct this defect, stating that “the appointments are not really set until the calendars are reconciled and a check is made for conflict, since there is a chance one or the appointments will be modified or deleted upon the check for conflicts (column 5, lines 39-62 and column 31, line 61-column 32, line 16).” *See Office Action, Page 12*.

The Applicant respectfully disagrees as the Examiner has again skipped a part of the reasoning, namely support for a modification of the references that suggests a location of the second calendar. In other words, nowhere does Ralston and/or Cree, alone or in combination, include a teaching or suggested for “where” the second calendar is located or even a purpose for such a second calendar. Pendse does not correct this defect, alone or in combination with Ralston and/or Cree. Rather, Pendse merely describes scheduling of a multi-point electronic conference. Absent such a teaching it is respectfully submitted

that a *prima facie* case of obviousness has not been established and withdrawal of the rejection is respectfully requested.

Claims 56 and 57 depend from claim 12, and the comments directed above to Claim 12 apply equally to Claims 56 and 57. These claims also recite additional features which, in combination with those recited in claim 12, are neither taught nor suggested by the cited references.

Claims 21, 23, 24, and 37 depend from claim 20, and the comments directed above to Claim 20 apply equally to Claims 21, 23, 24, and 37. These claims also recite additional features which, in combination with those recited in claim 20, are neither taught nor suggested by the cited references.

Claims 52-55 depend from claim 51, and the comments directed above to Claim 51 apply equally to Claims 52-55. These claims also recite additional features which, in combination with those recited in claim 51, are neither taught nor suggested by the cited references.

Conclusion

5 The Applicant respectfully requests reconsideration and issuance of the present application. Should any issue remain that prevents immediate issuance of the application, the Examiner is requested to contact the undersigned attorney to discuss the unresolved issue.

Respectfully submitted,

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